

**New Jersey Department of Health and Senior Services**

**New Jersey Medicaid Program  
Title XIX (Medicaid)**

**PARTICIPATION AGREEMENT  
BETWEEN**

**NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES  
AND**

\_\_\_\_\_  
**(Nursing Facility)**

Name and Address of Facility	State License Number
	Medicaid Provider Number

**NJDHSS USE ONLY:**

Agreement Begin Date: \_\_\_\_\_ Agreement End Date: \_\_\_\_\_

This contract, made and entered into by and between the Department of Health and Senior Services, hereinafter referred to as the Department, and the above-named facility, a provider of services, whose address is as stated above, hereinafter referred to as the Facility, Witnesseth:

WHEREAS, various persons eligible for benefits under the New Jersey Medicaid Program are in need of medical care in the form of skilled nursing care, or intermediate nursing care, as more specifically set forth in Program regulations and guidelines; and

WHEREAS, Section 1902(a)(27) of Title XIX of the Social Security Act requires states to enter into a written agreement with every person or institution providing services under the State Plan for Medical Assistance (Title XIX); and

WHEREAS, pursuant to N.J.S.A. 30:4D-1 et seq., and the Executive Reorganization Plan AA#001-1996, the Department is responsible for the administration of parts of the Medicaid Program and is authorized thereunder to take all necessary steps for the proper and efficient administration of the New Jersey Medicaid Program;

WHEREAS, to participate in the New Jersey Medicaid Program, a Nursing Facility must:

- (1) be licensed under the laws of New Jersey;
- (2) be currently meeting on a continuing basis standards for licensure;
- (3) be administered by a licensed nursing facility administrator who holds a current license and who is not suspended, debarred or disqualified from participation in the New Jersey Medicaid Program;
- (4) meet on a continuing basis Federal requirements for participation in Title XIX; and
- (5) accept the terms and conditions of participation set out herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and between the parties hereto as follows:

**A. FACILITY AGREES:**

1. That it will render all services which have been recognized as an element of cost as set forth in the cost survey report submitted;

## NURSING FACILITY PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<ol style="list-style-type: none"> <li>2. That it will accept the payment approved under the Medicaid Program for a Medicaid recipient in semi-private accommodations, as payment in full and will not make any additional charges to the patient or others on his behalf for Medicaid-covered services. Payment shall be based on the net amount of the per diem rate times the number of patient days minus the patient's available income, the collection of which is the responsibility of the facility;</li>   <li>3. That it will promptly initiate and terminate billing procedures, pursuant to applicable regulations, when individuals covered under this Program enter or leave the Facility or are assessed at a different level of care;</li>   <li>4. That it will limit billing procedures under this Program to those authorized Medicaid recipients who reside only in those areas of this Facility which are certified for participation in the New Jersey Medicaid Program;</li>   <li>5. That it will reserve beds for Medicaid recipients on therapeutic home leave in accordance with State and Federal regulations;</li>   <li>6. That it will maintain all financial records for a period of at least one year after it is notified that such records will not be audited, or for a period of at least one year after they are audited, or for a period of one year after the conclusion of all hearings, appeals and/or other litigation with respect to such audits, whichever is later, and to make available to the appropriate State and/or Federal personnel or their agents, at all reasonable times and places in New Jersey, all necessary records, including but not limited to the following:               <ol style="list-style-type: none"> <li>a. Medical records as required by Section 1902(a)(27) of Title XIX of the Social Security Act, and any amendments thereto;</li> <li>b. Records of all treatments, drugs, and services for which vendor payments are to be made under the Title XIX program, including the authority for and the date of administration of such treatments, drugs, or services;</li> <li>c. Documentation in each patient's record which will enable the Department to verify that each charge is due and proper prior to payment;</li> <li>d. Financial records of the Facility, including data necessary to determine appropriate reimbursement rates; and</li> <li>e. All other records as may be found necessary by the Department in compliance with any Federal or State law, rule, or regulation promulgated by the United States Department of Health and Human Services or by the Department.</li> </ol> </li>   <li>7. That it will comply with the provisions of N.J.S.A. 10:5-12.2 prohibiting any skilled nursing or intermediate care facility whose Medicaid occupancy level is less than the statewide occupancy level as established by the Commissioner of the Department of Human Services from denying admittance to a qualified Medicaid applicant when a nursing home bed becomes available;</li>   <li>8. That it will place a Medicaid recipient only in a unit of the Facility approved as a Medicaid unit and covered by this agreement;</li> </ol>	

## NURSING FACILITY PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<ol style="list-style-type: none"> <li>9. That it will cooperate fully in permitting and assisting representatives of the Department to make assessments and evaluations of services provided to patients generally, and of the needs and circumstances of individual patients who are recipients of the Medicaid Program;</li> <li>10. That it will secure and arrange for other health services as may be available for Medicaid recipients pursuant to Medicaid Program regulations;</li> <li>11. That it will comply with State and Federal Medicaid laws, and rules and regulations promulgated pursuant thereto;</li> <li>12. That it will comply with the disclosure requirements specified in 42 CFR 455.100 through 42 CFR 455.106;</li> <li>13. That it will comply with the provisions of the Patient Self Determination Act set forth in Section 4751 of the Federal Omnibus Budget Reconciliation Act of 1990 (OBRA 1990);</li> <li>14. That it will cooperate fully in permitting and assisting representatives of the Department in determining continuing conformity with the Federal and State standards applicable to Nursing Facilities;</li> <li>15. That it will notify the Medicaid Provider Enrollment, within five working days, of any change in the status of its license to operate as issued by the New Jersey Department of Health and Senior Services;</li> <li>16. That it will not initiate, request or otherwise cause the removal of a Medicaid recipient for the purpose of making an additional bed available for private paying or other non-Medicaid patients, other than in accordance with the Department's regulations on the involuntary transfer of Medicaid recipients;</li> <li>17. That it will give priority to the readmission of a Medicaid recipient who has been transferred from the Facility to a hospital for medical reasons;</li> <li>18. That it will provide the Department with written notice at least 90 days in advance of any change in ownership and/or operation of the Facility;</li> <li>19. To comply with the requirements of Title VI of the Civil Rights Acts of 1964 and Section 504 of the Rehabilitation Act of 1973 and any amendments thereto; and Section 1909 of P.L. 92-603, Section 242(c) which makes it a crime and sets the punishment for persons who have been found guilty of making a false statement or representation of a material fact in order to receive any benefit or payment under the New Jersey Medicaid Program. (The Department of Health and Senior Services is required by Federal regulation to make this law known and to warn against false statements in an application/agreement or in a fact used in determining the right to a benefit, or converting a benefit to the use of any person other than one for whom it was intended);</li> <li>20. To notify the Department within 30 days of filing State or Federal Bankruptcy Proceedings, Receivership Proceeds, or Assignment for the Benefit of Creditors Proceedings;</li> <li>21. That it will not employ or engage any person who has been suspended, debarred or disqualified from participating in the Medicare and/or Medicaid program by either the Federal Government or any State, Territory or Possession in the U. S.;</li> </ol>	

## NURSING FACILITY PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<p>22. That breach or violation of any one of the above provisions shall make this entire agreement subject to immediate cancellation at the Department's discretion, in keeping with the procedures adopted by the Department in accordance with the New Jersey Administrative Procedures Act.</p> <p><b>B. DEPARTMENT AGREES:</b></p> <ol style="list-style-type: none"><li>1. That it will pay for authorized services provided by the Facility in keeping with the availability of State appropriation, on the basis of the net amount of the per diem rate times the number of patient days minus the patient's available income, the collection of which is the responsibility of the Facility, for care required by the Medicaid recipient, including bed and board in semi-private accommodations, as determined by the Department acting under applicable regulations, but in no event will payment be made for any Medicaid recipient determined not to require nursing facility level of care;</li><li>2. That it will reimburse the Facility through the use of rates that are reasonable and adequate to meet the cost that efficiently and economically operated facilities must incur to provide care in conformity with applicable State and Federal laws, regulations and quality and safety standards;</li><li>3. That it will pay the Facility for reserving beds for Medicaid recipients on therapeutic home leave in accordance with State and Federal regulations;</li><li>4. That it will make such payments in accordance with applicable laws and regulations as promptly as is feasible after a proper claim is submitted and approved. However, in the event the Department determines that irregularities, deficiencies, or other similar conditions exist, from any cause, it may withhold payments until such irregularities are adjusted;</li><li>5. That it will make proper adjustment in the billing errors, as is indicated, to compensate for either overpayment or underpayment subject to existing time limitations;</li><li>6. That it will give the Facility, (subject to Section A, Paragraph 22), 30 days notice of any impending changes in status as a participating Nursing Facility;</li><li>7. That it will notify the Facility of any change in Title XIX rules and regulations and to work with the individual Facility with the view toward providing the best care available within the limitations of the law and available money;</li><li>8. That the Facility may terminate its participation in the Medicaid Program with a written notice to the Department. The notice must be received 90 days prior to the termination.</li></ol>	

# NURSING FACILITY PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
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C. DEPARTMENT AND FACILITY MUTUALLY AGREE:

1. That, in the event the Federal and/or State laws should be amended or judicially interpreted so as to render the fulfillment of this agreement on the part of either party infeasible or impossible, or if the parties to this agreement should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the Title XIX Program as the result of amendments or judicial interpretations, then, in that event, both the Facility and the Department shall be discharged from further obligation created under the terms of this agreement, except for equitable settlement of the respective accrued interests up to the date of the termination;
2. That this agreement shall be transferable and assignable upon a change in ownership and/or operation;
3. That, in the event a participating Facility is sold, the Department shall make no division of the reimbursable proceeds for services rendered to Medicaid recipients between the new and former owner, but rather will reimburse the owner of record as of the billing month for all services rendered. The new and former owner shall make the necessary adjustments; and
4. That this agreement may be terminated for any of the following reasons:
  - a. upon decertification of the Facility by the Department or the Centers for Medicare and Medicaid Services (CMS), formerly known as Health Care Financing Administration (HCFA),
  - b. by mutual consent of the parties,
  - c. for cause under applicable clauses herein,
  - d. without cause, by the Department, upon 90 days written notice to the Facility, or
  - e. because of Federal and/or State government withdrawal from Program participation.

\_\_\_\_\_  
[Name of Authorized Representative of Facility (Print)]

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative of Facility)

\_\_\_\_\_  
[Name of Authorized Representative of NJDHSS (Print)]

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative of NJDHSS)